

**REQUEST FOR PROPOSALS  
FOR  
COMMERCIAL LEASE  
OF STATE TRUST LAND**

**Bright View Subd., Phase 2, Lot 10**

**SPRING PRAIRIE PLANNED UNIT DEVELOPMENT  
School Trust Land, Kalispell, Montana  
N ½, Section 36, T29N, R22W**



**Montana Department of Natural Resources and Conservation  
Northwestern Land Office  
August 6, 2014**

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# **REQUEST FOR LEASE PROPOSALS**

## **CHAPTER 1 - BACKGROUND**

### **1.1 Introduction**

The Montana Department of Natural Resources and Conservation (DNRC) is the land management agency for Trust Lands in Montana. The purpose of this RFP is to solicit proposals to lease approximately 5.55 acres of school trust land in Kalispell, Montana.

The land is a portion of “Spring Prairie”, a planned unit development (PUD) that anticipates a mixture of land development opportunities. The proposed lease area is designated “Mixed Commercial” which permits opportunities for development of various commercial uses including retail, restaurant, offices, various services etc... consistent with the City of Kalispell B-5 Commercial zone and as further affected by the Spring Prairie PUD.

### **1.2 Key Dates**

Important dates including proposal deadlines are shown below. Formal addenda to this Request for Proposals (RFP) will be issued to the proposers notifying of any change to these dates.

<b><u>Activity</u></b>	<b><u>Date</u></b>
Release of Request for Proposals	August 6, 2014
Deadline for Questions	August 27, 2014
Distributions of RFP Amendments	September 10, 2014
Deadline to Submit Proposal	October 8, 2014

### **1.3 Lease Proposal Format (see details Chapter 4)**

1. Transmittal Letter, Application fee
2. Summary of Proposal
3. Statement of Qualifications, Training, Experience, and Education
4. Financial Ability, Operating Income, Cash Flow Analysis
5. Site Plan, Construction, and Operation Plan
6. Compensation Paid to the State
7. Compatibility With Lease Terms
8. Conflict of Interest Statement

#### **1.4 Project Manager**

Proposals must be delivered to the Project Manager listed below. For information concerning the Request for Proposals (RFP) process, required format and the schedule of activities, please direct your questions to the Project Manager:

**Steve Lorch, Community Planner  
DNRC, Northwestern Land Office  
655 Timberwolf Parkway, Suite 1  
Kalispell, MT 59901  
Phone: 406-751-2262  
Cell: 406-250-1096  
E-mail: slorch@mt.gov**

#### **1.5 Tract Legal Description**

Lot 10 of Bright View Subdivision, Phase 2, in the N ½, Section 36, Township 29 North, Range 22 West, P.M.M., Flathead County, Montana, as generally depicted on **Attachment A**, the DRAFT Preliminary Subdivision Plat.

#### **1.6 Designated Trust Beneficiary**

The designated beneficiary of the subject property is K-12 Common Schools of Montana. The K-12 Schools of Montana receive revenue and interest produced by compensated use of this land.

#### **1.7 Location and Physical Description of Property**

The property offered for lease is estimated to be approximately 5.55 acres in size and is within the Spring Prairie Planned Unit Development in the City of Kalispell, Montana. A survey has not been completed for this parcel but a DRAFT Preliminary Plat has been prepared for the subdivision application (**Attachment A**). Ultimately, a survey and subdivision plat approval will define the net lease area. Successful respondent will be responsible for final subdivision plat approval from the larger tract, and all other authorizations, approvals, permits and improvements associated with the proposal. While the City of Kalispell subdivision regulations may require additional lands to be dedicated on the plat for public use such as streets, the lease compensation will be based on the net acreage of the subdivision lot. The subject property is bounded on the north by Reserve Place, on the west by Old Reserve Drive and the remainder sharing common lot lines with other lots within the Bright View Professional Center.

#### **1.8 Inspection**

An on-site inspection of the property is recommended. Site visits can be arranged by contacting the Project Manager.

#### **1.9 Adjacent Lands**

The subject property open to lease is located in the Mixed Commercial Pod of the Spring Prairie Planned Unit Development and is generally located east of Glacier High School and north of Glacier Eye Clinic. Other existing or pending operations in the immediate area include: development of infrastructure and other lots within the Bright View Professional Center in addition to Spring Prairie Commercial subdivision (Cabelas, Lowes Costco etc...) and Holiday Inn Express. The U.S. Highway 93 Alternate Route has been extended between US 93 and Old Reserve Drive and Montana Department of Transportation has announced connection to the south end of the bypass will be completed during the 2016 construction season.

#### **1.10 Zoning, Subdivision Review, and Building Permits**

Use and development of Section 36 is guided by an adopted neighborhood plan that has been integrated into the Kalispell Growth Policy. The Plan is available for review at the Kalispell Planning Office. Specific guidance is provided by a city approved Planned Unit Development Agreement, which is also available for review at the Kalispell Planning Office. The PUD development agreement establishes the property zoning and expectations for development and extension of services. The zoning for this property is **Spring Prairie PUD/B-5**.

The Lessee selected for the site will be required to obtain all required development permits from the City of Kalispell, county and/or State as applicable. Selected lessee will be responsible for meeting the conditions of preliminary approval, and for the application and approval of final plat for subdivision for the subject lot from the City of Kalispell.

#### **1.11 Restrictive Use Covenant**

Except for Lots 1 and 2 of Bright View Subdivision, Phase 1, Lessor has entered into a covenant and will not permit any portion of Bright View Phase 2 to be utilized to any degree to provide oral surgery services or to otherwise engage in the practice of oral surgery, nor will Lessor lease any portion of the same for such purposes. This Restrictive Use Covenant does not apply to ancillary surgical services provided by a licensed, practicing dentist (i.e. a doctor of dental surgery or doctor of medical dentistry) in the normal course of conducting business as a general dentist, provided that such dentist's sole source of earned income is derived from the practice of general dentistry.

## **CHAPTER 2 - LIMITATIONS**

### **2.1 Lease Proposal Limitations**

All Lease Proposals must comply with the following limitations and requirements:

- a. Per MCA 99-1-903, the Land Board shall determine how the development of state trust land for commercial purposes is to proceed before any state trust land is offered for lease. Per MCA 77-1-904 (2) The Land Board may enter into contracts with lessees of state trust land for commercial purposes upon terms and conditions that the board may reasonably determine to be in the best interests of the beneficiary.
- b. The use of the property must not reduce the value of the tract.
- c. Storage or disposal of any toxic, hazardous or deleterious substances must comply with applicable local, state, and federal laws and regulations.

- d. The use of the property must comply with state, federal and local laws.
- e. The Lessee will be solely responsible for all costs to be incurred in the design, development, construction, operation and maintenance of all improvements upon the tract consistent with MCA 77-1-906 (1). The State will not be held liable for any costs incurred by the Lessee or any Proposer in the preparation of any proposal, negotiation for lease, or procurement of financing for any portion of the Lease Proposal or lease.
- f. The Lessee will be solely responsible for all design, installation, and costs for the installation and construction by the lessee of infrastructure and improvements, such as public roads, sanitary sewer, storm sewer, or utilities, if they were required by a local government as a condition of development.
- g. The parcel offered is to be located as generally proposed in **Attachment A** fronting on Old Reserve Drive and Reserve Place and accessed subject to encroachment permits as may be required by City of Kalispell and/or Montana Department of transportation as appropriate and as otherwise approved by the DNRC.
- h. If site development results in excess native materials (topsoil, fill dirt, boulders, etc...) DNRC may within the terms of the lease agreement: 1) reserve those materials and require transport of materials to a designated stockpile area on nearby Trust lands; 2) establish a market price and sell the material to the developer/contractor for use elsewhere, or: 3) require developer to remove the material for off-site disposal.
- i. The lessee will be responsible for the payment of all taxes (including beneficial use taxes levied under MCA 15-24-1203), assessments, levies, fees, or other charges assessed upon any property owned by the lessee.
- j. Any proposal not meeting these limitations or other criteria set out in this offering will be rejected at the discretion of DNRC and the Land Board per MCA 77-1-904 (2) and (3).
- k. DNRC reserves the right to waive technical defects in this RFP.
- l. Upon expiration or cancellation of the lease, consistent to MCA 77-1-906 (2), the title to all permanent improvements and fixtures located on the leased property and used in the operation and maintenance of the enterprise vests in the state. The lease must describe in detail the manner and subject matter of the transfer to the state. The DNRC also reserves the right to require the Lessee to remove and or reclaim all authorized improvements constructed on the parcel during the term of this lease, at the expense of the Lessee.
- m. Per MCA 77-1-907 (1) prior to executing a commercial lease, the Land Board may require the posting of bonds, sureties, guarantees, or a letter of credit sufficient to ensure that the commercial purposes will be conducted as proposed with no harm to the financial interests of the beneficiaries. All commercial leases of which the commercial purpose includes the use of a hazardous substance as defined in MCA 75-10-602 must be bonded to ensure a degree of cleanup of the hazardous substance that ensures protection of public health, safety, and welfare and of the environment in a manner that protects the long-term financial interest of the beneficiaries.
- n. DNRC reserves the right to request additional information and data from the Proposer to ascertain Proposer's capabilities and desire to develop the property.

- o. DNRC further reserves the right to reject, at any time before a lease is executed, any application, proposal, or bid determined by DNRC to be contrary to the best interests of the State.
- p. Per MCA 77-1-911 (1) The lessee of a commercial lease on state trust land shall furnish to the department:
  - (a) officially certified descriptions of all state trust land included within the boundaries of a city or county improvement district that is the subject of the commercial lease; and
  - (b) a description and listing of the amount of assessments and charges of every character made against the leasehold interest of the lessee and the leasehold interest of the state, as soon as the assessments or charges are levied
- (2) A promise by the lessee to make timely payment of all assessment charges and an acknowledgment of the assessment must be inserted in any lease for state trust land.
- (3) If assessments have been levied against any state trust land prior to commercial lease, the board shall require that all unpaid installments on assessments be paid to the improvement district before executing a lease.
- (4) If an installment on an assessment or charge against the leasehold interest of the lessee of land subject to a commercial lease is not paid when due, the nonpayment constitutes a breach of the lease.

## **CHAPTER 3 - DETAILS AND INSTRUCTIONS**

### **3.1     Submission of Lease Proposals**

To be eligible for consideration, Proposers must submit or deliver three copies of their Lease Proposal, as detailed in Chapter 4, to the Project Manager designated in Chapter 1.4.

DNRC will maintain an official record of Proposers' names and addresses.

### **3.2     Deadline for Receipt of Lease Proposal**

**Proposals must be mailed or delivered so that they are physically received by the DNRC by the close of business at 4:00 p.m. on October 8, 2014 to be eligible for consideration.** Failure to meet the deadline will result in disqualification of the proposal without review.

The Lease Proposal copies should be mailed or delivered in a sealed envelope. A label must be attached to the outside top left corner beneath the bidder's return address, stating that the contents are: "Response to RFP – Brightview Phase 2 Lot 10 - Do Not Open until 4:00 p.m., October 8, 2014."

DNRC assumes no liability for incorrect addresses or failed delivery of Lease Proposal packages by public or private carriers.

### **3.3     Costs of Preparing Lease Proposal**

It is the responsibility of the successful Proposer to finance, or obtain private financing for all costs associated with the design, construction and operation of the proposal. The Proposer assumes the risk of loss in the submission of any proposal or its operation. DNRC is not liable for any costs or consequential damages incurred by Proposers in proposal preparation, negotiations, or any other costs that may result from activities in connection with this Lease Proposal.

### **3.4 Modification or Clarification of the Lease Proposal**

All recipients of this RFP should review its contents for defects and questionable matter. A recipient may make a **written** request for clarification of the RFP. Requests should be submitted in an envelope marked “**Questions Related to the RFP**” and to the attention of the Project Manager no later than August 27, 2014 to ensure sufficient time for DNRC response. At its option, DNRC will issue addenda to modify or clarify the RFP by September 10, 2014. DNRC will distribute addenda in writing to all parties who have requested the same of the Project Manager on or before September 10, 2014. Protests based upon omissions, error, or the contents of the RFP will be disallowed if the procedures outlined in this paragraph are not followed. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on DNRC unless repeated in writing and distributed as an attachment by DNRC.

### **3.5 Confidentiality of Proposals**

All proposals and material submitted become the property of DNRC, but may be returned to the Proposer upon request at the discretion of DNRC. Materials identified as trade secret information in the proposals shall remain confidential upon request from the Proposer. Such request for confidentiality must be in writing and specify the trade secret information to be withheld and the reason for the request. Trade secret requests will be reviewed for applicability and approval by DNRC’s legal counsel. All information deemed not to be trade secrets and other information contained in proposals become public information at bid opening.

### **3.6 Lease Format & Term**

A copy of the base DNRC lease agreement is included in **Attachment D**. Pursuant to Section 77-6-109, MCA, and Section 77-6-205, MCA, and subject to Section 77-1-904, MCA, DNRC may issue a lease to the successful Proposer for a term of up to 99 years, however, it is typical that the lease term will be an initial term followed by renewal terms, not to exceed 99 years in total. The lease will contain the entire agreement between the parties, and the lease proposal shall not be deemed to be a part of the agreement between the parties unless so designated in the lease. The Lessee will have a reasonable period of time in which to review, negotiate, and accept the final lease agreement.

### **3.7 Special Lease Conditions**

DNRC reserves the right to impose special lease conditions and modify the standard terms recited in the lease agreement as deemed necessary to implement the selected proposal, and to protect the interests of trust beneficiaries.

### **3.8 Right of Rejection**

DNRC may reject any or all proposals for a lease, at any time before the lease is executed.

### **3.9 Evaluation Committee**

All proposals received will be reviewed and evaluated by a committee appointed by DNRC. The public may view the committee’s deliberations and evaluation of proposals, but may not participate directly in such deliberations.

### **3.10 Responsiveness**



Failure to follow the format outlined in Chapter 4 may result in a lower score and could result in disqualification of the proposal.

### **3.11 Proposer Oral Presentation**

Proposers selected for final evaluation may be required to make an oral presentation of their proposal. Such presentations provide an opportunity for the Proposer to clarify their proposal to ensure mutual understanding. If such presentations are necessary, they will be held at DNRC Northwestern Land Office in Kalispell, at times and dates to be announced.

## **CHAPTER 4 - LEASE PROPOSAL FORMAT**

Any request for information by DNRC to the Proposer is solely for the purpose of selecting a proposal and understanding its terms. Such a request shall not be considered to constitute a binding agreement or commitment by DNRC in any manner. Criteria for ranking and selecting a proposal and evaluator forms are presented in this Section and as **Attachment B** and **Attachment C**.

### **4.1 Transmittal Letter, Application Fee, Bid Bond**

Each application shall include:

1. A letter of transmittal which:
  - a. Lists the complete name and address of the Proposer(s).
  - b. Lists the name, address, business telephone number, and electronic mail address of an authorized representative who can be contacted by DNRC concerning the proposal.
  - c. Includes the notarized signature of the individual authorized to bind the Proposer. If the Proposer is a corporation, the application must include a copy of the corporate resolution authorizing the officer or agent to bind the corporation. Applications signed by an attorney-in-fact must include a copy of their power of attorney to bind the principal. If the Proposer is a governmental agency, the signature must be that of a person (or persons) legally authorized to execute documents on behalf of the governing body. Proof of authority to bind the governing body shall be included.
2. A non-refundable \$50.00 lease application fee. The letter of transmittal will be considered the Proposer's application for lease.
3. A bid bond of 10 percent of the proposed annual lease fee. If the successful Proposer fails to enter into a lease with DNRC then the Proposer will forfeit the bid bond to DNRC.

### **4.2 Summary of Proposal**

The Proposer should provide the following information as a summary of the proposal:

1. Description of proposed use, including lot size and configuration desired, as applicable;
2. Demand within the community for the proposed project;
3. Benefit to the community from the proposed project;
4. Compatibility of proposed project with surrounding uses;
5. Acknowledgement of responsibility for payment of all costs associated with the developing of the property.

### **4.3 Statement of Qualifications, Training, Experience, and Education**

Each Proposer shall list and describe the general partner, managing entity, or principal employees who will directly oversee the development, operation and maintenance of the proposed project. Each Proposer shall list and describe the general partner, manager, or principal employees who will directly oversee the operation and maintenance of the proposed project. The application shall include a statement of qualifications for each such individual involved in the operation and maintenance of the proposed project. Each statement of qualifications must discuss the person's training, experience, or education that relates to the proposed project. When the Proposer proposes that separate legal entities will possess combined management, fiscal, or legal responsibilities, the application shall describe the legal relationship between the entities. Provide names and addresses of references.

Where the Proposer and their affiliates have experience in a project similar to that proposed, the Proposer shall describe the prior project, its current status and profitability. The Proposer may list the names, addresses, and telephone numbers of references that have knowledge of the prior project and the Proposer's involvement therein.

#### **4.4 Financial Ability, Operating Income, Cash Flow Analysis**

Per MCA 77-1-907 (1) Before accepting any offer for a commercial lease, the board shall establish, to its satisfaction, the financial capability of the person seeking the commercial lease and the legal authority of the person to conduct business in the state. The proposal shall include the Proposer's credit report current accounting balance sheet; and an income statement which accurately and fully discloses the Proposer's current assets, long and short-term indebtedness, equity, commitments for financing, cash flow, and other relevant facts by which DNRC may fully evaluate the Proposer's financial ability to construct, operate, and maintain its proposed project. Past bankruptcy or loan defaults must also be disclosed. The Proposer may include letters of reference or commitments for financing that it has received from financial institutions. DNRC reserves the right to perform credit checks of all Proposers or request further information.

Include a summary of projected income, costs, and earnings for the first five years of the operation of the proposed project, along with a discussion of the economic assumptions upon which the projections are based. **Any information the Proposer wishes not be disclosed must be clearly identified as confidential.**

#### **4.5 Site Plan, Construction, and Operation**

All proposed buildings, infrastructure, landscaping and other improvements to the property must conform to all land use regulations of the City of Kalispell. Proposals must be planned with adequate access, drainage and storm water run-off retention/detention so as to meet any jurisdictional authority's requirements. The successful Proposer will be asked to provide authorizing documentation from the City of Kalispell as to this requirement prior to beginning any construction.

The Proposer should include conceptual plans of the following.

- A. The portion of the site desired for lease.
- B. The activities to be conducted, with a site plan to include the following:
  - Proposed uses, location, and scale;
  - Typical rendering or elevation of buildings including building materials & color;
  - Location of roads and sidewalks;
  - Landscape and lighting plan;
  - Phasing plan, if any;

- Open space and landscaping features.
- C. The number, type, location, and estimated cost of proposed improvements to the site. Per MCA 77-1-911 as provided in Section 2.1 above, response proposals shall include detailed information regarding any improvement district or assessments that the property will become subject to as a result of the development proposed.
- D. The anticipated schedule and plan for construction of the improvements on the state tract.

Proposer should be aware that additional development standards may be required over and above local standards, for example lighting standards, signage standards, landscaping standards, building architecture, parking, and others, depending on design and site planning. DNRC retains site plan review and approval authority.

#### **4.6 Compensation Paid to State (Lease Rental)**

The minimum lease fee will be calculated per Section 77-1-905(2), MCA, which provides, in part, that: The annual Base Rent may not be less than the product of the appraised value of the land multiplied by a rate that is 2 percentage points a year less than the rate of return of the unified investment program administered by the board of investments pursuant to 17-6-201.

The Proposer should detail the planned compensation to DNRC for lease of the site based on:

- Proposed Lease Rate Percentage
  - The minimum Lease Rate Percentage for this proposal is **5%**
  - The Property is 5.55 acres or 241,758 sf.
  - The appraised value **\$3.80/sf**.

(A proposal at the minimum Lease Rate Percentage would result in Base Rent for the first full lease year of \$45,934).

- There will be a minimum 2% annual rental escalator to account for changing land valuations and inflationary factors.
- Minimum initial lease term is 30 years with renewal options up to 99 years.
- Market value adjustments based on reappraisal to “true up” the lease fee to the market value will occur at 15 year intervals through the initial term and a maximum of 15 year intervals thereafter.
- Please indicate your preferred rental payment period from the following (annual, semi-annual, quarterly);

An example fee schedule, based on the minimum base rent along with the compounded 2% escalator up to the 15-year market adjustment is presented as an exhibit to the Sample Lease Document in **Attachment D**.

The bid proposal will be based upon a proposed site design of approximately 5.55 acres. The lease agreement will be executed based on the proposed site design. The Lease Agreement will allow for and anticipate minor adjustment to the leased land area and resulting lease fee calculation as necessary to accommodate any change to the net lease area based upon a complete survey of the site and, as may otherwise be required by subdivision review. Any changes will be formalized and fee adjustments will occur upon Final Plat approval by the City of Kalispell.

Per MCA 77-1-905 (1) The first year's annual rental payment for state trust land leased for commercial purposes must be paid by cashier's check, and payment is due upon execution of the lease.

DNRC reserves the right to reject any and all bids if the proposed rental is not in the best interest of the State and Trust beneficiaries.

#### **4.7 Compatibility With Lease Terms**

Proposer shall acknowledge that they have read and accept the lease terms in the Sample Lease Agreement provided as **Attachment D** in this RFP or, they shall specify any required or desired changes to the lease terms and include an explanation for the purpose of the change.

Proposer shall specifically acknowledge that they have read and understand the Restrictive Use Covenant detailed in Chapter 1.11 of this RFP and that the proposal does not conflict with the covenant.

DNRC reserves the right to request additional information and data from the Proposer to ascertain the proposal's compatibility with the terms of the Sample Lease Agreement.

#### **4.8 Conflict of Interest**

Pursuant to Section 77-1-113, MCA, it is unlawful for members of the State Board of Land Commissioners and officers and employees of the Montana Department of Natural Resources and Conservation to purchase or lease, directly or indirectly, any lands of the State. Proposers shall disclose whether such a member, officer or employee:

1. Has assisted the Proposer as counsel, consultant, representative, or agent at any time; or
2. Has a financial interest in the Lease Proposal; or,
3. Has solicited or accepted employment with the Proposer; or,
4. Has engaged in any financial transaction for private purposes with the Proposer.

Failure to disclose any of the above-described facts where they have occurred shall result in cancellation of the special lease if awarded to the Proposer.

## ATTACHMENT B

### Evaluation Criteria

Name of proposal

### EVALUATION SUMMARY

Proposal submitted by: \_\_\_\_\_

			<u>Max. Points</u>	<u>Awarded Points</u>
4.1	Transmittal Letter	Complete	Y/N	_____
4.2	Summary of Proposal		200	_____
4.3	Qualifications		400	_____
4.4	Financial Ability		500	_____
4.5	Site Plan, Construction, & Operation		200	_____
4.6	Compensation Paid to State		750	_____
4.7	Compatibility with Lease Terms		200	_____
	Restrictive Use compatible		Y/N	_____
4.8	Conflict of Interest		Y/N	_____
	<b>Total</b>		<b>2,250</b>	_____

### Conclusion:

\_\_\_\_\_ Proposal is acceptable for Lease Agreement

Comments:

\_\_\_\_\_ Proposal is unacceptable for Lease Agreement

Comments:

Evaluated by: (print) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**  
**SPECIAL LEASE PROPOSAL EVALUATION CRITERIA**

Evaluator Initials\_\_\_\_\_

**Name of Proposal:**\_\_\_\_\_

Proposal Submitted By: \_\_\_\_\_

4.1	<u>Transmittal Letter</u>	<u>Complete</u>	<u>Incomplete</u>
	Name and address of applicant	_____	_____
	Notarized Signature	_____	_____
	\$50 Application Fee	_____	_____
	10% Bid Deposit	_____	_____
4.2	<u>Summary of Proposal</u>	<u>Max. Points</u>	<u>Awarded Points</u>
	Community Need & Benefit	75	_____
	Compatibility with Surrounding Uses	75	_____
	Initial Lease Term	<u>50</u>	_____
	<b>Subtotal</b>	<b>200</b>	<b>(_____)</b>
4.3	<u>Qualifications, Experience</u>	<u>Max. Points</u>	<u>Awarded Points</u>
	Statement of Qualifications	200	_____
	Prior Experience	<u>200</u>	_____
	<b>Subtotal</b>	<b>400</b>	<b>(_____)</b>

Evaluator Initials\_\_\_\_\_

4.4	<u>Financial Ability, Cash Flow</u>	<u>Max. Points</u>	<u>Awarded Points</u>
	Financial Statement/References	100	_____
	Creditor Financial Commitment	100	_____
	Analysis of Property Operating Data	150	_____

	Cash Flow Analysis	<u>150</u>	<u>          </u>
	<b>Subtotal</b>	<b>500</b>	<b>(      )</b>
4.5	<u>Site Plan, Constr., &amp; Operation</u>	<u>Max. Points</u>	<u>Awarded Points</u>
	Site Plan	50	<u>          </u>
	Proposed Construction & Operation Schedule	50	<u>          </u>
	Value/Quality of Improvements	<u>100</u>	<u>          </u>
	<b>Subtotal</b>	<b>200</b>	<b>(      )</b>
4.6	<u>Compensation Paid to State</u>	<u>Max. Points</u>	<u>Awarded Points</u>
	Proposal acknowledges and meets minimum compensation terms	500	<u>          </u>
	Possible additional points awarded for proposed terms that result in increased revenue (e.g., above minimum Lease Rate Percentage; higher escalator; shared revenue; etc...) .	<u>250</u>	<u>          </u>
	<b>Subtotal</b>	<b>750</b>	<b>(      )</b>
4.7	<u>Compatibility with Lease Terms</u>		
		<u>Yes</u>	<u>No</u>
	Compatible with Restrictive Use	<u>          </u>	<u>          </u>
	Evaluator may award between 200 and 0 points based upon proposals acceptance of lease terms or indications for desired changes that will require negotiation and legal review.	<u>200</u>	<u>          </u>
	<b>Subtotal</b>	<b>200</b>	<b>(      )</b>
4.8	<u>Conflict of Interest</u>	<u>Yes</u>	<u>No</u>
	Conflict of Interest	<u>          </u>	<u>          </u>
	<b>TOTAL</b>	<b>2250</b>	<b>(      )</b>